

RIDER E
PROGRAM REQUIREMENTS
Children's Services

Eligibility

1. All individuals meeting clinical and programmatic criteria for a DHHS Children's Services funded service provided under this Agreement are eligible for that service without regard to income.

Service Planning

2. The Provider shall use uniform intake and assessment tools and procedures as prescribed by the Department, and shall report uniform data elements according to reporting schedules established by the Department. The Provider also shall use and abide by all policies, procedures and protocols developed by the Department, including without limitation procedures and protocols for tracking and reporting (i) grievances and rights violations, and (ii) critical incidents as defined by the Department. The Provider shall develop the capacity to electronically transmit identified uniform data elements in accordance with specifications established by the Department.

3. The Provider agrees to abide by procedures identified by the Department for the implementation of the child's Comprehensive Individualized Plan.

Service Standards

4. All individuals who are receiving services are entitled to any and all other supports, services, benefits, or entitlements that are available to the general public in their communities. If an individual's assessment for needed services identifies a need for such support, service, benefit, or entitlement that the Provider is unable to provide, the Provider shall make a corresponding referral for that service. The Provider shall offer any necessary provision or linking to case management functions, if the individual desires.

5. The Provider shall supply all staff training, including at minimum the Wraparound planning process; strengths based approach to service planning and family/consumer perspective training by families and youth, clinical and administrative supervision, and evaluation appropriate to the performance of services under this Agreement. The Provider's staffing of all service programs contracted herein shall be in accordance with its final approved budget submission for the contract period.

6. The Provider shall not reduce, terminate, or otherwise interrupt services which the Provider hereby agrees to deliver to the client and which are described in this Agreement, without complying with the following terms: that the Provider shall give due process notification as required by MaineCare regulations, Chapter 1 of the MaineCare Benefits Manual.

Miscellaneous

7. The Provider shall participate in Department sponsored provider meetings at the local, state and the regional level from which funds are contracted, and work cooperatively with the Department in responding to and carrying out the following activities:

- a. Tracking requests for services for eligible individuals and, where necessary, facilitating referrals;
- b. Monitoring utilization of established standards practice guidelines as specified by the Department;
- c. Collaborating work (planning, coordinating, sharing information) with case management, in-home support providers; and other child-serving Departments
- d. Collaboration with other agencies to maximize access to services and to facilitate transition planning from one service to another, one agency to another or from one system to another (e.g.: child to adult services).

8. Consistent with the requirements of Title V of the Public Health Service Act

[42 U.S.C. 300x - 1 et seq.] Section 1916: The provider agrees that it will not expend children's mental health block grant funds:

- (1) to provide inpatient services;
- (2) to make cash payments to intended recipients of health services;
- (3) to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- (4) to satisfy any requirement for the expenditure of non-Federal funds as a condition of the receipt of Federal funds; or
- (5) to provide financial assistance to any entity other than a public or nonprofit entity.